

## ATTORNEY / CLIENT ENGAGEMENT AGREEMENT

This agreement for the performance of legal services and payment of attorney's fees (hereinafter referred as the "AGREEMENT") is between Monteiro & Fishman LLP (herein referred to as "ATTORNEYS") and MICHAEL J. MCGUIRE hereinafter individually referred to as "CLIENT"). This AGREEMENT sets forth the terms and conditions upon which ATTORNEYS will provide professional services to CLIENT and to obtain CLIENT'S written consent to the fee arrangement.

Upon execution of this Agreement by both parties, CLIENT hereby retain and authorize the law firm of MONTEIRO & FISHMAN LLP ("M&F") with offices at 91 N. Franklin Street, Suite 108, Hempstead, New York to represent him with respect to my claim for Fair Labor Standards Act (FLSA) overtime pay and related relief (the "FLSA ACTION"). Such ATTORNEYS are authorized to take all steps they deem necessary or appropriate regarding the pursuit of this case and the settlement of such case. Specifically, CLIENT agrees to accept and be bound by such a settlement.

M&F will work on CLIENT's case, to answer CLIENT's calls and supply you with complete and accurate information. M&F also expect me to cooperate with them in all reasonable requests. My failure to cooperate will permit my attorneys to withdraw from representing me.

M&F will advance all costs and expenses of the FLSA ACTION which must be reimbursed by CLIENT. Costs and expenses commonly include: service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. Internal charges are billed at the following rates: (1) mileage - IRS Standard Mileage Rate; (2) printing and photocopying - 20 cents per page; (3) facsimile fees - \$1.00 per page; (4) messenger services - minimum charge of \$5.00 and \$10.00 per hour thereafter; (5) long distance telephone - rates as set by long distance carrier; (6) postage at cost; and (7) computerized legal research at cost.

CLIENT has been instructed that the FLSA includes provisions (29 U.S.C. § 216(b)) entitling the prevailing party to recover attorneys' fees and costs. If this matter is not settled, then the M&F shall be paid on an hourly basis - as multiplied by the lodestar method - subject to the Court's approval based on the hourly rate.

M&F and CLIENT agree that, if and to the extent there is an award of attorneys' fees and/or costs, and if M&F remain as sole counsel of record for CLIENT and judgment or other conclusion of the FLSA ACTION, the entirety of the award of attorneys' fees and costs shall belong to M&F and not to CLIENT. If M&F withdraw for good cause or are discharged prior to the conclusion of the FLSA ACTION, and/or if other attorneys are either substituted or associated in as counsel of record, that portion of the award attributable to the services provided by M&F and the costs advanced by M&F shall belong to M&F, and not to CLIENT, with the amount belonging to M&F, on the one hand, and the amount belonging to other lawyers, on the other hand, to be determined by the court or by agreement between M&F and other lawyers who claim an interest in any award of attorneys' fees and/or costs.

If all or any portion of any award for attorneys' fees and costs is deemed to belong to CLIENT and/or other lawyers, M&F shall have a lien against any such award of attorneys' fee and/or costs to the extent such award is attributable to the work performed by, and/or costs and expenses advanced by, M&F. Such a lien potentially creates an adverse interest between M&F, on the one hand, and CLIENT on the other hand, because the lien gives M&F a security interest in any such award. The lien becomes particularly significant if a dispute develops between M&F, on the one hand, and CLIENT or other lawyers representing them, on the other hand, regarding ownership of, or entitlement to, any portion of the award of attorneys' fees and costs. Because of the potential adverse security interest created by the lien, CLIENT is advised to consult with independent counsel regarding the lien and its effect.

At some point during the course of legal representation, a settlement proposal may arise which M&F believes to be a just and reasonable resolution of my claim(s). Such a determination shall depend on M&F's evaluation of the combination of the harm and financial losses suffered by CLIENT, the state of the applicable law, and the likelihood of prevailing at trial. If M&F recommends a settlement proposal as just and reasonable and CLIENT refuse to accept said proposal, M&F shall have the right to withdraw from my case and shall be entitled to the higher of the current hourly rate and all costs incurred to date or 33 1/3 % of the last settlement offered.

If this case is settled before trial, then I agree to pay 33 1/3 % of settlement. I agree that the Attorney's fees are based on the following hourly basis:

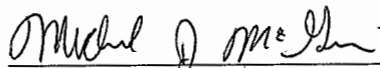
PARTNERS:	\$550 per hour
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PARALEGALS:	\$195 per hour
STAFF:	\$75 per hour

If the claims brought on my behalf result in no recovery, CLIENT will have no obligation to pay attorneys' fees. It is agreed that M&F have made no guarantees concerning the outcome in this matter. If the attorney fees herein are not permitted or approved by the Court, then the Firm shall be entitled to the maximum allowable by the Court.

M&F's representation may be terminated by CLIENT or M&F at any time. If M&F wishes to withdraw for any reason, you will not unreasonably withhold consent for us to do so. If at any time you wish to terminate our representation, please advise us in writing of same. CLIENT acknowledges that if he chooses to terminate this relationship, he will be responsible for the value of M&F's work performed to that point, and M&F will be entitled to put an attorney lien on CLIENT'S file and any potential proceeds or disbursements that may result from this case pursuant to the above.

DATED: May 18, 2023

CLIENT

  
MICHAEL J. MCGUIRE

MONTEIRO & FISHMAN LLP



### CONSENT TO BECOME A PARTY PLAINTIFF AND JOIN LAWSUIT

By my signature below, I hereby authorize the filing and prosecution of this Fair Labor Standards Act ("FLSA") action in my name and on my behalf and consent to join this lawsuit for all causes of action therein.

I worked more than forty hours in at least one week within the last three years and was not paid for all of the time I worked overtime. I designate the Collective Representatives as my agents to make decisions on my behalf concerning the litigation, the method and manner of conducting this litigation, and all other matters pertaining to this lawsuit

I hereby designate Monteiro & Fishman LLP and other attorneys with whom they may associate to represent me for the above lawsuit.

Signature: Michael McGuire

Name: Michael McGuire

Date: 5/18/23

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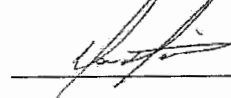
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DATED: May 17, 2023

CLIENT

  
CARLO L. AVERSANO

MONTEIRO & FISHMAN LLP

  
\_\_\_\_\_

### CONSENT TO BECOME A PARTY PLAINTIFF AND JOIN LAWSUIT

By my signature below, I hereby authorize the filing and prosecution of this Fair Labor Standards Act ("FLSA") action in my name and on my behalf and consent to join this lawsuit for all causes of action therein.

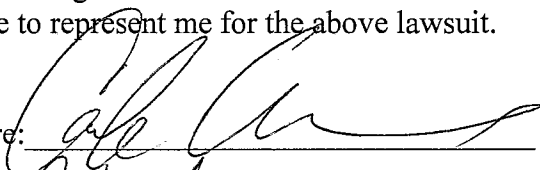
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I hereby designate Monteiro & Fishman LLP and other attorneys with whom they may associate to represent me for the above lawsuit.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

  
Carlo Aversano  
5/17/23

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DATED: May 8, 2023

CLIENT

  
EDWIN D. SIAGARAN VASQUEZ

MONTEIRO & FISHMAN LLP

  
\_\_\_\_\_



## **ACUERDO DE CONTRATACIÓN DE ABOGADO / CLIENTE**

Este acuerdo para la prestación de servicios jurídicos y el pago de honorarios de abogado (En lo sucesivo denominado "ACUERDO") se encuentra entre Monteiro & Fishman LLP (en adelante "ADVERSADOS") y EDWIN D. SIAGARAN VASQUEZ (en lo sucesivo denominado individualmente "CLIENTE"). Este ACUERDO establece los términos y condiciones en los cuales los ABOGADOS prestarán servicios profesionales al CLIENTE y obtendrán el consentimiento por escrito del CLIENTE al acuerdo de honorarios.

Tras la ejecución de este Acuerdo por ambas partes, el CLIENTE por la presente retener y autorizar al bufete de abogados de MONTEIRO & FISHMAN LLP ("M & F") con oficinas en 91 N. Franklin Street, Suite 108, Hempstead, Nueva York para representarlo con respecto a mi Reclamación por pago de horas extras de la Ley de Normas Laborales Justas (FLSA) y alivio relacionado (la "Acción de FLSA"). Dichos ABOGADOS están autorizados a tomar todas las medidas que consideren necesarias o apropiadas en relación con la persecución de este caso y la resolución de dicho caso. Específicamente, el CLIENTE acepta aceptar y estar vinculado por tal acuerdo.

M & F trabajará en el caso del CLIENTE, para responder a las llamadas del CLIENTE y proporcionarle información completa y precisa. M & F también espera que yo coopere con ellos en todas las peticiones razonables. Mi falta de cooperación permitirá a mis abogados retirarse de representarme.

M & F adelantará todos los costos y gastos de la acción FLSA que debe ser reembolsada por el CLIENTE. Los costos y gastos suelen incluir: servicio de cargos de proceso, honorarios de presentación, honorarios de los periodistas de los tribunales y de los depósitos, honorarios de jurado, honorarios notariales, costos de depósito, gastos telefónicos de larga distancia, mensajería y otros gastos de envío, franqueo, fotocopia y otros gastos de reproducción, Gastos de investigación, honorarios de consultores, peritaje, honorarios profesionales, mediadores, árbitros y / o honorarios maestros especiales y otros artículos similares. Los cargos internos se cobran a las siguientes tarifas: (1) millaje - IRS Standard Mileage Rate; (2) impresión y fotocopia - 20 centavos por página; (3) honorarios de facsímil - \$ 1.00 por página; (4) servicios de mensajería - cargo mínimo de \$ 5.00 y \$ 10.00 por hora después; (5) llamadas telefónicas de larga distancia - tarifas establecidas por compañías de larga distancia; (6) franqueo al costo; Y (7) investigación legal computarizada a costo.

El CLIENTE ha sido instruido que la FLSA incluye provisiones (29 U.S.C. § 216 (b)) que autorizan a la parte que prevalece a recuperar los honorarios y costos de los abogados. Si este asunto no se resuelve, entonces el M & F se pagará cada hora, multiplicado por el método lodestar, sujeto a la aprobación del Tribunal basado en la tarifa por hora.

M & F y el CLIENTE acuerdan que, si y en la medida en que exista una adjudicación de honorarios y / o costos de abogados, y si M & F permanece como único asesor legal para el CLIENTE y el juicio u otra conclusión de la Acción FLSA, De los honorarios y costos de los abogados pertenecerán a M & F y no al CLIENTE. Si M & F se retira por una causa justificada o se le da de baja antes de la conclusión de la acción de FLSA, y / o si otros abogados son sustituidos o asociados en como abogado de registro, la porción del premio atribuible a los servicios prestados por M & F y los costos De M & F pertenecerán a M & F, y no al CLIENTE, con el importe que pertenece a M & F, por una parte, y el importe perteneciente a otros abogados, por otra, a determinar por el tribunal o por acuerdo entre M & F y Otros abogados que reclamen un interés en cualquier adjudicación de honorarios de abogados y / o costos.

Si se considera que la totalidad o una parte de cualquier adjudicación de honorarios y CLIENTE y / u otros abogados, M & F tendrá un gravamen contra tal honorario de abogados y / o costos en la medida en que tal adjudicación sea atribuible al trabajo realizado y / o costos y gastos adelantados por M & F. Dicho gravamen crea potencialmente un interés adverso entre M & F, por un lado, y CLIENTE, por otro lado, porque el gravamen otorga a M & F una garantía real sobre dicho premio. El gravamen se convierte en particularmente significativo si una disputa se desarrolla entre M & F, por un lado, y el CLIENTE u otros abogados que los representan, por otra parte, con respecto a la propiedad o el derecho a cualquier parte de la adjudicación de honorarios y costos de abogados. Debido a la posible garantía de seguridad adversa creada por el gravamen, el CLIENTE es aconsejado consultar con el asesor independiente sobre el gravamen y su efecto.

En algún momento durante el curso de la representación legal, puede surgir una propuesta de acuerdo que M&F cree que es una resolución justa y razonable de mi (s) reclamo (s). Tal determinación dependerá de la evaluación de M&F de la combinación del daño y las pérdidas financieras sufridas por el CLIENTE, el estado de la ley aplicable y la probabilidad de prevalecer en el juicio. Si M&F recomienda una propuesta de conciliación como justa y razonable y el CLIENTE se niega a aceptar dicha propuesta, M&F tendrá derecho a retirarse de mi caso y tendrá derecho a la tarifa por hora actual más alta y todos los costos incurridos hasta la fecha o 33 1 / 3% de la última liquidación ofrecida.

Si este caso se resuelve antes del juicio, entonces acepto pagar el 33 1/3 % del acuerdo. Estoy de acuerdo en que los honorarios del abogado se basan en las siguientes horas:

SOCIOS:	\$ 550 por hora
ASOCIADOS:	\$ 295 por hora
PARALEGALES:	\$ 195 por hora.
PERSONAL:	\$ 75 por hora

Si las reclamaciones presentadas en mi nombre no se recuperan, el CLIENTE no tendrá ninguna obligación de pagar los honorarios de los abogados. Se acuerda que M&F no haya garantizado el resultado en este asunto. Si el Tribunal no permite o aprueba los honorarios de los abogados mencionados en este documento, entonces la Firma tendrá derecho al máximo permitido por el Tribunal.

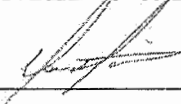
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FECHA: May 8, 2023

CLIENTE:

  
EDWIN D. SIAGARAN VASQUEZ

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Signature:  \_\_\_\_\_

Name: Edwin Siagaran

Date: 5/8/2023

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M&F and CLIENT agree that, if and to the extent there is an award of attorneys' fees and/or costs, and if M&F remain as sole counsel of record for CLIENT and judgment or other conclusion of the FLSA ACTION, the entirety of the award of attorneys' fees and costs shall belong to M&F and not to CLIENT. If M&F withdraw for good cause or are discharged prior to the conclusion of the FLSA ACTION, and/or if other attorneys are either substituted or associated in as counsel of record, that portion of the award attributable to the services provided by M&F and the costs advanced by M&F shall belong to M&F, and not to CLIENT, with the amount belonging to M&F, on the one hand, and the amount belonging to other lawyers, on the other hand, to be determined by the court or by agreement between M&F and other lawyers who claim an interest in any award of attorneys' fees and/or costs.

If all or any portion of any award for attorneys' fees and costs is deemed to belong to CLIENT and/or other lawyers, M&F shall have a lien against any such award of attorneys' fee and/or costs to the extent such award is attributable to the work performed by, and/or costs and expenses advanced by, M&F. Such a lien potentially creates an adverse interest between M&F, on the one hand, and CLIENT on the other hand, because the lien gives M&F a security interest in any such award. The lien becomes particularly significant if a dispute develops between M&F, on the one hand, and CLIENT or other lawyers representing them, on the other hand, regarding ownership of, or entitlement to, any portion of the award of attorneys' fees and costs. Because of the potential adverse security interest created by the lien, CLIENT is advised to consult with independent counsel regarding the lien and its effect.

At some point during the course of legal representation, a settlement proposal may arise which M&F believes to be a just and reasonable resolution of my claim(s). Such a determination shall depend on M&F's evaluation of the combination of the harm and financial losses suffered by CLIENT, the state of the applicable law, and the likelihood of prevailing at trial. If M&F recommends a settlement proposal as just and reasonable and CLIENT refuse to accept said proposal, M&F shall have the right to withdraw from my case and shall be entitled to the higher of the current hourly rate and all costs incurred to date or 33 1/3 % of the last settlement offered.

If this case is settled before trial, then I agree to pay 33 1/3 % of settlement. I agree that the Attorney's fees are based on the following hourly basis:

PARTNERS:	\$550 per hour
ASSOCIATES:	\$295 per hour
PARALEGALS:	\$195 per hour
STAFF:	\$75 per hour

If the claims brought on my behalf result in no recovery, CLIENT will have no obligation to pay attorneys' fees. It is agreed that M&F have made no guarantees concerning the outcome in this matter. If the attorney fees herein are not permitted or approved by the Court, then the Firm shall be entitled to the maximum allowable by the Court.

M&F's representation may be terminated by CLIENT or M&F at any time. If M&F wishes to withdraw for any reason, you will not unreasonably withhold consent for us to do so. If at any time you wish to terminate our representation, please advise us in writing of same. CLIENT acknowledges that if he chooses to terminate this relationship, he will be responsible for the value of M&F's work performed to that point, and M&F will be entitled to put an attorney lien on CLIENT'S file and any potential proceeds or disbursements that may result from this case pursuant to the above.

DATED: May 8, 2023

CLIENT

Jose Mejia  
JOSE E. MEJIA MALDONADO

MONTEIRO & FISHMAN LLP

[Signature]

## **ACUERDO DE CONTRATACIÓN DE ABOGADO / CLIENTE**

Este acuerdo para la prestación de servicios jurídicos y el pago de honorarios de abogado (En lo sucesivo denominado "ACUERDO") se encuentra entre Monteiro & Fishman LLP (en adelante "ADVERSADOS") y JOSE E. MEJIA MALDONADO (en lo sucesivo denominado individualmente "CLIENTE"). Este ACUERDO establece los términos y condiciones en los cuales los ABOGADOS prestarán servicios profesionales al CLIENTE y obtendrán el consentimiento por escrito del CLIENTE al acuerdo de honorarios.

Tras la ejecución de este Acuerdo por ambas partes, el CLIENTE por la presente retener y autorizar al bufete de abogados de MONTEIRO & FISHMAN LLP ("M & F") con oficinas en 91 N. Franklin Street, Suite 108, Hempstead, Nueva York para representarlo con respecto a mi Reclamación por pago de horas extras de la Ley de Normas Laborales Justas (FLSA) y alivio relacionado (la "Acción de FLSA"). Dichos ABOGADOS están autorizados a tomar todas las medidas que consideren necesarias o apropiadas en relación con la persecución de este caso y la resolución de dicho caso. Específicamente, el CLIENTE acepta aceptar y estar vinculado por tal acuerdo.

M & F trabajará en el caso del CLIENTE, para responder a las llamadas del CLIENTE y proporcionarle información completa y precisa. M & F también espera que yo coopere con ellos en todas las peticiones razonables. Mi falta de cooperación permitirá a mis abogados retirarse de representarme.

M & F adelantará todos los costos y gastos de la acción FLSA que debe ser reembolsada por el CLIENTE. Los costos y gastos suelen incluir: servicio de cargos de proceso, honorarios de presentación, honorarios de los periodistas de los tribunales y de los depósitos, honorarios de jurado, honorarios notariales, costos de depósito, gastos telefónicos de larga distancia, mensajería y otros gastos de envío, franqueo, fotocopia y otros gastos de reproducción, Gastos de investigación, honorarios de consultores, peritaje, honorarios profesionales, mediadores, árbitros y / o honorarios maestros especiales y otros artículos similares. Los cargos internos se cobran a las siguientes tarifas: (1) millaje - IRS Standard Mileage Rate; (2) impresión y fotocopia - 20 centavos por página; (3) honorarios de facsímil - \$ 1.00 por página; (4) servicios de mensajería - cargo mínimo de \$ 5.00 y \$ 10.00 por hora después; (5) llamadas telefónicas de larga distancia - tarifas establecidas por compañías de larga distancia; (6) franqueo al costo; Y (7) investigación legal computarizada a costo.

El CLIENTE ha sido instruido que la FLSA incluye provisiones (29 U.S.C. § 216 (b)) que autorizan a la parte que prevalece a recuperar los honorarios y costos de los abogados. Si este asunto no se resuelve, entonces el M & F se pagará cada hora, multiplicado por el método lodestar, sujeto a la aprobación del Tribunal basado en la tarifa por hora.

M & F y el CLIENTE acuerdan que, si y en la medida en que exista una adjudicación de honorarios y / o costos de abogados, y si M & F permanece como único asesor legal para el CLIENTE y el juicio u otra conclusión de la Acción FLSA, De los honorarios y costos de los abogados pertenecerán a M & F y no al CLIENTE. Si M & F se retira por una causa justificada o se le da de baja antes de la conclusión de la acción de FLSA, y / o si otros abogados son sustituidos o asociados en como abogado de registro, la porción del premio atribuible a los servicios prestados por M & F y los costos De M & F pertenecerán a M & F, y no al CLIENTE, con el importe que pertenece a M & F, por una parte, y el importe perteneciente a otros abogados, por otra, a determinar por el tribunal o por acuerdo entre M & F y Otros abogados que reclamen un interés en cualquier adjudicación de honorarios de abogados y / o costos.

Si se considera que la totalidad o una parte de cualquier adjudicación de honorarios y CLIENTE y / u otros abogados, M & F tendrá un gravamen contra tal honorario de abogados y / o costos en la medida en que tal adjudicación sea atribuible al trabajo realizado y / o costos y gastos adelantados por M & F. Dicho gravamen crea potencialmente un interés adverso entre M & F, por un lado, y CLIENTE, por otro lado, porque el gravamen otorga a M & F una garantía real sobre dicho premio. El gravamen se convierte en particularmente significativo si una disputa se desarrolla entre M & F, por un lado, y el CLIENTE u otros abogados que los representan, por otra parte, con respecto a la propiedad o el derecho a cualquier parte de la adjudicación de honorarios y costos de abogados. Debido a la posible garantía de seguridad adversa creada por el gravamen, el CLIENTE es aconsejado consultar con el asesor independiente sobre el gravamen y su efecto.

En algún momento durante el curso de la representación legal, puede surgir una propuesta de acuerdo que M&F cree que es una resolución justa y razonable de mi (s) reclamo (s). Tal determinación dependerá de la evaluación de M&F de la combinación del daño y las pérdidas financieras sufridas por el CLIENTE, el estado de la ley aplicable y la probabilidad de prevalecer en el juicio. Si M&F recomienda una propuesta de conciliación como justa y razonable y el CLIENTE se niega a aceptar dicha propuesta, M&F tendrá derecho a retirarse de mi caso y tendrá derecho a la tarifa por hora actual más alta y todos los costos incurridos hasta la fecha o 33 1 / 3% de la última liquidación ofrecida.

Si este caso se resuelve antes del juicio, entonces acepto pagar el 33 1/3 % del acuerdo. Estoy de acuerdo en que los honorarios del abogado se basan en las siguientes horas:

SOCIOS:	\$ 550 por hora
ASOCIADOS:	\$ 295 por hora
PARALEGALES:	\$ 195 por hora.
PERSONAL:	\$ 75 por hora

Si las reclamaciones presentadas en mi nombre no se recuperan, el CLIENTE no tendrá ninguna obligación de pagar los honorarios de los abogados. Se acuerda que M&F no haya garantizado el resultado en este asunto. Si el Tribunal no permite o aprueba los honorarios de los abogados mencionados en este documento, entonces la Firma tendrá derecho al máximo permitido por el Tribunal.

En algún momento durante el curso de la representación legal, puede surgir una propuesta de acuerdo que M & F cree que es una resolución justa y razonable de mi reclamo (s). Dicha determinación dependerá de la evaluación de M & F de la combinación del daño y las pérdidas financieras sufridas por el CLIENTE, el estado de la ley aplicable y la probabilidad de que prevalezca en el juicio. Si M & F recomienda una propuesta de acuerdo como justo y razonable y el CLIENTE se niega a aceptar dicha propuesta, M & F tendrá el derecho de retirarse de mi caso y tendrá derecho a.

FECHA: May 8, 2023

CLIENTE:

JOSE E. MEJIA  
JOSE E. MEJIA MALDONADO

MONTEIRO & FISHMAN LLP

[Signature]

### CONSENT TO BECOME A PARTY PLAINTIFF AND JOIN LAWSUIT

By my signature below, I hereby authorize the filing and prosecution of this Fair Labor Standards Act ("FLSA") action in my name and on my behalf and consent to join this lawsuit for all causes of action therein.

I worked more than forty hours in at least one week within the last three years and was not paid for all of the time I worked overtime. I designate the Collective Representatives as my agents to make decisions on my behalf concerning the litigation, the method and manner of conducting this litigation, and all other matters pertaining to this lawsuit

I hereby designate Monteiro & Fishman LLP and other attorneys with whom they may associate to represent me for the above lawsuit.

Signature: Jose Mejia

Name: Jose E. Mejia

Date: 5/8/2023



## ATTORNEY / CLIENT ENGAGEMENT AGREEMENT

This agreement for the performance of legal services and payment of attorney's fees (hereinafter referred as the "AGREEMENT") is between Monteiro & Fishman LLP (herein referred to as "ATTORNEYS") and JOSE RIOS LICONA hereinafter individually referred to as "CLIENT"). This AGREEMENT sets forth the terms and conditions upon which ATTORNEYS will provide professional services to CLIENT and to obtain CLIENT'S written consent to the fee arrangement.

Upon execution of this Agreement by both parties, CLIENT hereby retain and authorize the lawfirm of MONTEIRO & FISHMAN LLP ("M&F") with offices at 91 N. Franklin Street, Suite 108, Hempstead, New York to represent him with respect to my claim for Fair Labor Standards Act (FLSA) overtime pay and related relief (the "FLSA ACTION"). Such ATTORNEYS are authorized to take all steps they deem necessary or appropriate regarding the pursuit of this case and the settlement of such case. Specifically, CLIENT agrees to accept and be bound by such a settlement.

M&F will work on CLIENT's case, to answer CLIENT's calls and supply you with complete and accurate information. M&F also expect me to cooperate with them in all reasonable requests. My failure to cooperate will permit my attorneys to withdraw from representing me.

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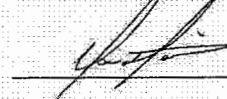
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DATED: May 15, 2023

CLIENT

  
\_\_\_\_\_  
JOSE RIOS LICONA

MONTEIRO & FISHMAN LLP

  
\_\_\_\_\_

## ACUERDO DE CONTRATACIÓN DE ABOGADO / CLIENTE

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M & F trabajará en el caso del CLIENTE, para responder a las llamadas del CLIENTE y proporcionarle información completa y precisa. M & F también espera que yo coopere con ellos en todas las peticiones razonables. Mi falta de cooperación permitirá a mis abogados retirarse de representarme.

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El CLIENTE ha sido instruido que la FLSA incluye provisiones (29 U.S.C. § 216 (b)) que autorizan a la parte que prevalece a recuperar los honorarios y costos de los abogados. Si este asunto no se resuelve, entonces el M & F se pagará cada hora, multiplicado por el método lodestar, sujeto a la aprobación del Tribunal basado en la tarifa por hora.

M & F y el CLIENTE acuerdan que, si y en la medida en que exista una adjudicación de honorarios y / o costos de abogados, y si M & F permanece como único asesor legal para el CLIENTE y el juicio u otra conclusión de la Acción FLSA, De los honorarios y costos de los abogados pertenecerán a M & F y no al CLIENTE. Si M & F se retira por una causa justificada o se le da de baja antes de la conclusión de la acción de FLSA, y / o si otros abogados son sustituidos o asociados en como abogado de registro, la porción del premio atribuible a los servicios prestados por M & F y los costos De M & F pertenecerán a M & F, y no al CLIENTE, con el importe que pertenece a M & F, por una parte, y el importe perteneciente a otros abogados, por otra, a determinar por el tribunal o por acuerdo entre M & F y Otros abogados que reclamen un interés en cualquier adjudicación de honorarios de abogados y / o costos.

Si se considera que la totalidad o una parte de cualquier adjudicación de honorarios y CLIENTE y / u otros abogados, M & F tendrá un gravamen contra tal honorario de abogados y / o costos en la medida en que tal adjudicación sea atribuible al trabajo realizado y / o costos y gastos adelantados por M & F. Dicho gravamen crea potencialmente un interés adverso entre M & F, por un lado, y CLIENTE, por otro lado, porque el gravamen otorga a M & F una garantía real sobre dicho premio. El gravamen se convierte en particularmente significativo si una disputa se desarrolla entre M & F, por un lado, y el CLIENTE u otros abogados que los representan, por otra parte, con respecto a la propiedad o el derecho a cualquier parte de la adjudicación de honorarios y costos de abogados. Debido a la posible garantía de seguridad adversa creada por el gravamen, el CLIENTE es aconsejado consultar con el asesor independiente sobre el gravamen y su efecto.

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Si este caso se resuelve antes del juicio, entonces acepto pagar el 33 1/3 % del acuerdo. Estoy de acuerdo en que los honorarios del abogado se basan en las siguientes horas:

SOCIOS:	\$ 550 por hora
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FECHA: May 15, 2023

CLIENTE:

Jose Rios  
JOSE RIOS LICONA

MONTEIRO & FISHMAN LLP

[Signature]

### CONSENT TO BECOME A PARTY PLAINTIFF AND JOIN LAWSUIT

By my signature below, I hereby authorize the filing and prosecution of this Fair Labor Standards Act ("FLSA") action in my name and on my behalf and consent to join this lawsuit for all causes of action therein.

I worked more than forty hours in at least one week within the last three years and was not paid for all of the time I worked overtime. I designate the Collective Representatives as my agents to make decisions on my behalf concerning the litigation, the method and manner of conducting this litigation, and all other matters pertaining to this lawsuit

I hereby designate Monteiro & Fishman LLP and other attorneys with whom they may associate to represent me for the above lawsuit.

Signature: Jose Rios

Name: Jose Rios

Date: 5/15/2023

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CLIENT has been instructed that the FLSA includes provisions (29 U.S.C. § 216(b)) entitling the prevailing party to recover attorneys' fees and costs. If this matter is not settled, then the M&F shall be paid on an hourly basis - as multiplied by the lodestar method - subject to the Court's approval based on the hourly rate.

M&F and CLIENT agree that, if and to the extent there is an award of attorneys' fees and/or costs, and if M&F remain as sole counsel of record for CLIENT and judgment or other conclusion of the FLSA ACTION, the entirety of the award of attorneys' fees and costs shall belong to M&F and not to CLIENT. If M&F withdraw for good cause or are discharged prior to the conclusion of the FLSA ACTION, and/or if other attorneys are either substituted or associated in as counsel of record, that portion of the award attributable to the services provided by M&F and the costs advanced by M&F shall belong to M&F, and not to CLIENT, with the amount belonging to M&F, on the one hand, and the amount belonging to other lawyers, on the other hand, to be determined by the court or by agreement between M&F and other lawyers who claim an interest in any award of attorneys' fees and/or costs.

If all or any portion of any award for attorneys' fees and costs is deemed to belong to CLIENT and/or other lawyers, M&F shall have a lien against any such award of attorneys' fee and/or costs to the extent such award is attributable to the work performed by, and/or costs and expenses advanced by, M&F. Such a lien potentially creates an adverse interest between M&F, on the one hand, and CLIENT on the other hand, because the lien gives M&F a security interest in any such award. The lien becomes particularly significant if a dispute develops between M&F, on the one hand, and CLIENT or other lawyers representing them, on the other hand, regarding ownership of, or entitlement to, any portion of the award of attorneys' fees and costs. Because of the potential adverse security interest created by the lien, CLIENT is advised to consult with independent counsel regarding the lien and its effect.

At some point during the course of legal representation, a settlement proposal may arise which M&F believes to be a just and reasonable resolution of my claim(s). Such a determination shall depend on M&F's evaluation of the combination of the harm and financial losses suffered by CLIENT, the state of the applicable law, and the likelihood of prevailing at trial. If M&F recommends a settlement proposal as just and reasonable and CLIENT refuse to accept said proposal, M&F shall have the right to withdraw from my case and shall be entitled to the higher of the current hourly rate and all costs incurred to date or 33 1/3 % of the last settlement offered.

If this case is settled before trial, then I agree to pay 33 1/3 % of settlement. I agree that the Attorney's fees are based on the following hourly basis:

PARTNERS:	\$550 per hour
ASSOCIATES:	\$295 per hour
PARALEGALS:	\$195 per hour
STAFF:	\$75 per hour

If the claims brought on my behalf result in no recovery, CLIENT will have no obligation to pay attorneys' fees. It is agreed that M&F have made no guarantees concerning the outcome in this matter. If the attorney fees herein are not permitted or approved by the Court, then the Firm shall be entitled to the maximum allowable by the Court.

M&F's representation may be terminated by CLIENT or M&F at any time. If M&F wishes to withdraw for any reason, you will not unreasonably withhold consent for us to do so. If at any time you wish to terminate our representation, please advise us in writing of same. CLIENT acknowledges that if he chooses to terminate this relationship, he will be responsible for the value of M&F's work performed to that point, and M&F will be entitled to put an attorney lien on CLIENT'S file and any potential proceeds or disbursements that may result from this case pursuant to the above.

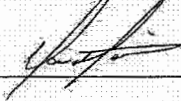
DATED: May 8, 2023

CLIENT

J. A. M. C.

JUAN A. MOLINA CRUZ

MONTEIRO & FISHMAN LLP





## **ACUERDO DE CONTRATACIÓN DE ABOGADO / CLIENTE**

Este acuerdo para la prestación de servicios jurídicos y el pago de honorarios de abogado (En lo sucesivo denominado "ACUERDO") se encuentra entre Monteiro & Fishman LLP (en adelante "ADVERSADOS") y JUAN A. MOLINA CRUZ (en lo sucesivo denominado individualmente "CLIENTE"). Este ACUERDO establece los términos y condiciones en los cuales los ABOGADOS prestarán servicios profesionales al CLIENTE y obtendrán el consentimiento por escrito del CLIENTE al acuerdo de honorarios.

Tras la ejecución de este Acuerdo por ambas partes, el CLIENTE por la presente retener y autorizar al bufete de abogados de MONTEIRO & FISHMAN LLP ("M & F") con oficinas en 91 N. Franklin Street, Suite 108, Hempstead, Nueva York para representarlo con respecto a mi Reclamación por pago de horas extras de la Ley de Normas Laborales Justas (FLSA) y alivio relacionado (la "Acción de FLSA"). Dichos ABOGADOS están autorizados a tomar todas las medidas que consideren necesarias o apropiadas en relación con la persecución de este caso y la resolución de dicho caso. Específicamente, el CLIENTE acepta aceptar y estar vinculado por tal acuerdo.

M & F trabajará en el caso del CLIENTE, para responder a las llamadas del CLIENTE y proporcionarle información completa y precisa. M & F también espera que yo coopere con ellos en todas las peticiones razonables. Mi falta de cooperación permitirá a mis abogados retirarse de representarme.

M & F adelantará todos los costos y gastos de la acción FLSA que debe ser reembolsada por el CLIENTE. Los costos y gastos suelen incluir: servicio de cargos de proceso, honorarios de presentación, honorarios de los periodistas de los tribunales y de los depósitos, honorarios de jurado, honorarios notariales, costos de depósito, gastos telefónicos de larga distancia, mensajería y otros gastos de envío, franqueo, fotocopia y otros gastos de reproducción, Gastos de investigación, honorarios de consultores, peritaje, honorarios profesionales, mediadores, árbitros y / o honorarios maestros especiales y otros artículos similares. Los cargos internos se cobran a las siguientes tarifas: (1) millaje - IRS Standard Mileage Rate; (2) impresión y fotocopia - 20 centavos por página; (3) honorarios de facsímil - \$ 1.00 por página; (4) servicios de mensajería - cargo mínimo de \$ 5.00 y \$ 10.00 por hora después; (5) llamadas telefónicas de larga distancia - tarifas establecidas por compañías de larga distancia; (6) franqueo al costo; Y (7) investigación legal computarizada a costo.

El CLIENTE ha sido instruido que la FLSA incluye provisiones (29 U.S.C. § 216 (b)) que autorizan a la parte que prevalece a recuperar los honorarios y costos de los abogados. Si este asunto no se resuelve, entonces el M & F se pagará cada hora, multiplicado por el método lodestar, sujeto a la aprobación del Tribunal basado en la tarifa por hora.

M & F y el CLIENTE acuerdan que, si y en la medida en que exista una adjudicación de honorarios y / o costos de abogados, y si M & F permanece como único asesor legal para el CLIENTE y el juicio u otra conclusión de la Acción FLSA, De los honorarios y costos de los abogados pertenecerán a M & F y no al CLIENTE. Si M & F se retira por una causa justificada o se le da de baja antes de la conclusión de la acción de FLSA, y / o si otros abogados son sustituidos o asociados en como abogado de registro, la porción del premio atribuible a los servicios prestados por M & F y los costos De M & F pertenecerán a M & F, y no al CLIENTE, con el importe que pertenece a M & F, por una parte, y el importe perteneciente a otros abogados, por otra, a determinar por el tribunal o por acuerdo entre M & F y Otros abogados que reclamen un interés en cualquier adjudicación de honorarios de abogados y / o costos.



Si se considera que la totalidad o una parte de cualquier adjudicación de honorarios y CLIENTE y / u otros abogados, M & F tendrá un gravamen contra tal honorario de abogados y / o costos en la medida en que tal adjudicación sea atribuible al trabajo realizado y / o costos y gastos adelantados por M & F. Dicho gravamen crea potencialmente un interés adverso entre M & F, por un lado, y CLIENTE, por otro lado, porque el gravamen otorga a M & F una garantía real sobre dicho premio. El gravamen se convierte en particularmente significativo si una disputa se desarrolla entre M & F, por un lado, y el CLIENTE u otros abogados que los representan, por otra parte, con respecto a la propiedad o el derecho a cualquier parte de la adjudicación de honorarios y costos de abogados. Debido a la posible garantía de seguridad adversa creada por el gravamen, el CLIENTE es aconsejado consultar con el asesor independiente sobre el gravamen y su efecto.

En algún momento durante el curso de la representación legal, puede surgir una propuesta de acuerdo que M&F cree que es una resolución justa y razonable de mi (s) reclamo (s). Tal determinación dependerá de la evaluación de M&F de la combinación del daño y las pérdidas financieras sufridas por el CLIENTE, el estado de la ley aplicable y la probabilidad de prevalecer en el juicio. Si M&F recomienda una propuesta de conciliación como justa y razonable y el CLIENTE se niega a aceptar dicha propuesta, M&F tendrá derecho a retirarse de mi caso y tendrá derecho a la tarifa por hora actual más alta y todos los costos incurridos hasta la fecha o 33 1 / 3% de la última liquidación ofrecida.

Si este caso se resuelve antes del juicio, entonces acepto pagar el 33 1/3 % del acuerdo. Estoy de acuerdo en que los honorarios del abogado se basan en las siguientes horas:

SOCIOS:	\$ 550 por hora
ASOCIADOS:	\$ 295 por hora
PARALEGALES:	\$ 195 por hora.
PERSONAL:	\$ 75 por hora

Si las reclamaciones presentadas en mi nombre no se recuperan, el CLIENTE no tendrá ninguna obligación de pagar los honorarios de los abogados. Se acuerda que M&F no haya garantizado el resultado en este asunto. Si el Tribunal no permite o aprueba los honorarios de los abogados mencionados en este documento, entonces la Firma tendrá derecho al máximo permitido por el Tribunal.

En algún momento durante el curso de la representación legal, puede surgir una propuesta de acuerdo que M & F cree que es una resolución justa y razonable de mi reclamo (s). Dicha determinación dependerá de la evaluación de M & F de la combinación del daño y las pérdidas financieras sufridas por el CLIENTE, el estado de la ley aplicable y la probabilidad de que prevalezca en el juicio. Si M & F recomienda una propuesta de acuerdo como justo y razonable y el CLIENTE se niega a aceptar dicha propuesta, M & F tendrá el derecho de retirarse de mi caso y tendrá derecho a.

FECHA: May 8, 2023

**CLIENTE:**

J. A. M. C.

JUAN A. MOLINA CRUZ

**MONTEIRO & FISHMAN LLP**



### CONSENT TO BECOME A PARTY PLAINTIFF AND JOIN LAWSUIT

By my signature below, I hereby authorize the filing and prosecution of this Fair Labor Standards Act ("FLSA") action in my name and on my behalf and consent to join this lawsuit for all causes of action therein.

I worked more than forty hours in at least one week within the last three years and was not paid for all of the time I worked overtime. I designate the Collective Representatives as my agents to make decisions on my behalf concerning the litigation, the method and manner of conducting this litigation, and all other matters pertaining to this lawsuit

I hereby designate Monteiro & Fishman LLP and other attorneys with whom they may associate to represent me for the above lawsuit.

Signature: J. A. M. C

Name: Juan A. Molina

Date: 5/8/2023

## ATTORNEY / CLIENT ENGAGEMENT AGREEMENT

This agreement for the performance of legal services and payment of attorney's fees (hereinafter referred as the "AGREEMENT") is between Monteiro & Fishman LLP (herein referred to as "ATTORNEYS") and LELIS H. PALACIOS ZABALA hereinafter individually referred to as "CLIENT"). This AGREEMENT sets forth the terms and conditions upon which ATTORNEYS will provide professional services to CLIENT and to obtain CLIENT'S written consent to the fee arrangement.

Upon execution of this Agreement by both parties, CLIENT hereby retain and authorize the lawfirm of MONTEIRO & FISHMAN LLP ("M&F") with offices at 91 N. Franklin Street, Suite 108, Hempstead, New York to represent him with respect to my claim for Fair Labor Standards Act (FLSA) overtime pay and related relief (the "FLSA ACTION"). Such ATTORNEYS are authorized to take all steps they deem necessary or appropriate regarding the pursuit of this case and the settlement of such case. Specifically, CLIENT agrees to accept and be bound by such a settlement.

M&F will work on CLIENT's case, to answer CLIENT's calls and supply you with complete and accurate information. M&F also expect me to cooperate with them in all reasonable requests. My failure to cooperate will permit my attorneys to withdraw from representing me.

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DATED: May 8, 2023

CLIENT

LPZ  
LELIS H. PALACIOS ZABALA

MONTEIRO & FISHMAN LLP

[Signature]

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M & F y el CLIENTE acuerdan que, si y en la medida en que exista una adjudicación de honorarios y / o costos de abogados, y si M & F permanece como único asesor legal para el CLIENTE y el juicio u otra conclusión de la Acción FLSA, De los honorarios y costos de los abogados pertenecerán a M & F y no al CLIENTE. Si M & F se retira por una causa justificada o se le da de baja antes de la conclusión de la acción de FLSA, y / o si otros abogados son sustituidos o asociados en como abogado de registro, la porción del premio atribuible a los servicios prestados por M & F y los costos De M & F pertenecerán a M & F, y no al CLIENTE, con el importe que pertenece a M & F, por una parte, y el importe perteneciente a otros abogados, por otra, a determinar por el tribunal o por acuerdo entre M & F y Otros abogados que reclamen un interés en cualquier adjudicación de honorarios de abogados y / o costos.

Si se considera que la totalidad o una parte de cualquier adjudicación de honorarios y CLIENTE y / u otros abogados, M & F tendrá un gravamen contra tal honorario de abogados y / o costos en la medida en que tal adjudicación sea atribuible al trabajo realizado y / o costos y gastos adelantados por M & F. Dicho gravamen crea potencialmente un interés adverso entre M & F, por un lado, y CLIENTE, por otro lado, porque el gravamen otorga a M & F una garantía real sobre dicho premio. El gravamen se convierte en particularmente significativo si una disputa se desarrolla entre M & F, por un lado, y el CLIENTE u otros abogados que los representan, por otra parte, con respecto a la propiedad o el derecho a cualquier parte de la adjudicación de honorarios y costos de abogados. Debido a la posible garantía de seguridad adversa creada por el gravamen, el CLIENTE es aconsejado consultar con el asesor independiente sobre el gravamen y su efecto.

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Si este caso se resuelve antes del juicio, entonces acepto pagar el 33 1/3 % del acuerdo. Estoy de acuerdo en que los honorarios del abogado se basan en las siguientes horas:

SOCIOS:	\$ 550 por hora
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Si las reclamaciones presentadas en mi nombre no se recuperan, el CLIENTE no tendrá ninguna obligación de pagar los honorarios de los abogados. Se acuerda que M&F no haya garantizado el resultado en este asunto. Si el Tribunal no permite o aprueba los honorarios de los abogados mencionados en este documento, entonces la Firma tendrá derecho al máximo permitido por el Tribunal.

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FECHA: May 8, 2023

CLIENTE:

LPS

LELIS H. PALACIOS ZABALA

MONTEIRO & FISHMAN LLP

[Signature]

### CONSENT TO BECOME A PARTY PLAINTIFF AND JOIN LAWSUIT

By my signature below, I hereby authorize the filing and prosecution of this Fair Labor Standards Act ("FLSA") action in my name and on my behalf and consent to join this lawsuit for all causes of action therein.

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I hereby designate Monteiro & Fishman LLP and other attorneys with whom they may associate to represent me for the above lawsuit.

Signature: LPS

Name: Lelis H. Palacios Zabala

Date: 5/8/2023

## ATTORNEY / CLIENT ENGAGEMENT AGREEMENT

This agreement for the performance of legal services and payment of attorney's fees (hereinafter referred as the "AGREEMENT") is between Monteiro & Fishman LLP (herein referred to as "ATTORNEYS") and MANUEL A. HERNANDEZ VARELA hereinafter individually referred to as "CLIENT"). This AGREEMENT sets forth the terms and conditions upon which ATTORNEYS will provide professional services to CLIENT and to obtain CLIENT'S written consent to the fee arrangement.

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M&F and CLIENT agree that, if and to the extent there is an award of attorneys' fees and/or costs, and if M&F remain as sole counsel of record for CLIENT and judgment or other conclusion of the FLSA ACTION, the entirety of the award of attorneys' fees and costs shall belong to M&F and not to CLIENT. If M&F withdraw for good cause or are discharged prior to the conclusion of the FLSA ACTION, and/or if other attorneys are either substituted or associated in as counsel of record, that portion of the award attributable to the services provided by M&F and the costs advanced by M&F shall belong to M&F, and not to CLIENT, with the amount belonging to M&F, on the one hand, and the amount belonging to other lawyers, on the other hand, to be determined by the court or by agreement between M&F and other lawyers who claim an interest in any award of attorneys' fees and/or costs.



If all or any portion of any award for attorneys' fees and costs is deemed to belong to CLIENT and/or other lawyers, M&F shall have a lien against any such award of attorneys' fee and/or costs to the extent such award is attributable to the work performed by, and/or costs and expenses advanced by, M&F. Such a lien potentially creates an adverse interest between M&F, on the one hand, and CLIENT on the other hand, because the lien gives M&F a security interest in any such award. The lien becomes particularly significant if a dispute develops between M&F, on the one hand, and CLIENT or other lawyers representing them, on the other hand, regarding ownership of, or entitlement to, any portion of the award of attorneys' fees and costs. Because of the potential adverse security interest created by the lien, CLIENT is advised to consult with independent counsel regarding the lien and its effect.

At some point during the course of legal representation, a settlement proposal may arise which M&F believes to be a just and reasonable resolution of my claim(s). Such a determination shall depend on M&F's evaluation of the combination of the harm and financial losses suffered by CLIENT, the state of the applicable law, and the likelihood of prevailing at trial. If M&F recommends a settlement proposal as just and reasonable and CLIENT refuse to accept said proposal, M&F shall have the right to withdraw from my case and shall be entitled to the higher of the current hourly rate and all costs incurred to date or 33 1/3 % of the last settlement offered.

If this case is settled before trial, then I agree to pay 33 1/3 % of settlement. I agree that the Attorney's fees are based on the following hourly basis:

PARTNERS:	\$550 per hour
ASSOCIATES:	\$295 per hour
PARALEGALS:	\$195 per hour
STAFF:	\$75 per hour

If the claims brought on my behalf result in no recovery, CLIENT will have no obligation to pay attorneys' fees. It is agreed that M&F have made no guarantees concerning the outcome in this matter. If the attorney fees herein are not permitted or approved by the Court, then the Firm shall be entitled to the maximum allowable by the Court.

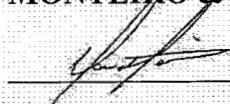
M&F's representation may be terminated by CLIENT or M&F at any time. If M&F wishes to withdraw for any reason, you will not unreasonably withhold consent for us to do so. If at any time you wish to terminate our representation, please advise us in writing of same. CLIENT acknowledges that if he chooses to terminate this relationship, he will be responsible for the value of M&F's work performed to that point, and M&F will be entitled to put an attorney lien on CLIENT'S file and any potential proceeds or disbursements that may result from this case pursuant to the above.

DATED: May 15, 2023

CLIENT

  
MANUEL A. HERNANDEZ VARELA

MONTEIRO & FISHMAN LLP

  
\_\_\_\_\_

## **ACUERDO DE CONTRATACIÓN DE ABOGADO / CLIENTE**

Este acuerdo para la prestación de servicios jurídicos y el pago de honorarios de abogado (En lo sucesivo denominado "ACUERDO") se encuentra entre Monteiro & Fishman LLP (en adelante "ADVERSADOS") y MANUEL A. HERNANDEZ VARELA (en lo sucesivo denominado individualmente "CLIENTE"). Este ACUERDO establece los términos y condiciones en los cuales los ABOGADOS prestarán servicios profesionales al CLIENTE y obtendrán el consentimiento por escrito del CLIENTE al acuerdo de honorarios.

Tras la ejecución de este Acuerdo por ambas partes, el CLIENTE por la presente retener y autorizar al bufete de abogados de MONTEIRO & FISHMAN LLP ("M & F") con oficinas en 91 N. Franklin Street, Suite 108, Hempstead, Nueva York para representarlo con respecto a mi Reclamación por pago de horas extras de la Ley de Normas Laborales Justas (FLSA) y alivio relacionado (la "Acción de FLSA"). Dichos ABOGADOS están autorizados a tomar todas las medidas que consideren necesarias o apropiadas en relación con la persecución de este caso y la resolución de dicho caso. Específicamente, el CLIENTE acepta aceptar y estar vinculado por tal acuerdo.

M & F trabajará en el caso del CLIENTE, para responder a las llamadas del CLIENTE y proporcionarle información completa y precisa. M & F también espera que yo coopere con ellos en todas las peticiones razonables. Mi falta de cooperación permitirá a mis abogados retirarse de representarme.

M & F adelantará todos los costos y gastos de la acción FLSA que debe ser reembolsada por el CLIENTE. Los costos y gastos suelen incluir: servicio de cargos de proceso, honorarios de presentación, honorarios de los periodistas de los tribunales y de los depósitos, honorarios de jurado, honorarios notariales, costos de depósito, gastos telefónicos de larga distancia, mensajería y otros gastos de envío, franqueo, fotocopia y otros gastos de reproducción, Gastos de investigación, honorarios de consultores, peritaje, honorarios profesionales, mediadores, árbitros y / o honorarios maestros especiales y otros artículos similares. Los cargos internos se cobran a las siguientes tarifas: (1) millaje - IRS Standard Mileage Rate; (2) impresión y fotocopia - 20 centavos por página; (3) honorarios de facsímil - \$ 1.00 por página; (4) servicios de mensajería - cargo mínimo de \$ 5.00 y \$ 10.00 por hora después; (5) llamadas telefónicas de larga distancia - tarifas establecidas por compañías de larga distancia; (6) franqueo al costo; Y (7) investigación legal computarizada a costo.

El CLIENTE ha sido instruido que la FLSA incluye provisiones (29 U.S.C. § 216 (b)) que autorizan a la parte que prevalece a recuperar los honorarios y costos de los abogados. Si este asunto no se resuelve, entonces el M & F se pagará cada hora, multiplicado por el método lodestar, sujeto a la aprobación del Tribunal basado en la tarifa por hora.

M & F y el CLIENTE acuerdan que, si y en la medida en que exista una adjudicación de honorarios y / o costos de abogados, y si M & F permanece como único asesor legal para el CLIENTE y el juicio u otra conclusión de la Acción FLSA, De los honorarios y costos de los abogados pertenecerán a M & F y no al CLIENTE. Si M & F se retira por una causa justificada o se le da de baja antes de la conclusión de la acción de FLSA, y / o si otros abogados son sustituidos o asociados en como abogado de registro, la porción del premio atribuible a los servicios prestados por M & F y los costos De M & F pertenecerán a M & F, y no al CLIENTE, con el importe que pertenece a M & F, por una parte, y el importe perteneciente a otros abogados, por otra, a determinar por el tribunal o por acuerdo entre M & F y Otros abogados que reclamen un interés en cualquier adjudicación de honorarios de abogados y / o costos.

Si se considera que la totalidad o una parte de cualquier adjudicación de honorarios y CLIENTE y / u otros abogados, M & F tendrá un gravamen contra tal honorario de abogados y / o costos en la medida en que tal adjudicación sea atribuible al trabajo realizado y / o costos y gastos adelantados por M & F. Dicho gravamen crea potencialmente un interés adverso entre M & F, por un lado, y CLIENTE, por otro lado, porque el gravamen otorga a M & F una garantía real sobre dicho premio. El gravamen se convierte en particularmente significativo si una disputa se desarrolla entre M & F, por un lado, y el CLIENTE u otros abogados que los representan, por otra parte, con respecto a la propiedad o el derecho a cualquier parte de la adjudicación de honorarios y costos de abogados. Debido a la posible garantía de seguridad adversa creada por el gravamen, el CLIENTE es aconsejado consultar con el asesor independiente sobre el gravamen y su efecto.

En algún momento durante el curso de la representación legal, puede surgir una propuesta de acuerdo que M&F cree que es una resolución justa y razonable de mi (s) reclamo (s). Tal determinación dependerá de la evaluación de M&F de la combinación del daño y las pérdidas financieras sufridas por el CLIENTE, el estado de la ley aplicable y la probabilidad de prevalecer en el juicio. Si M&F recomienda una propuesta de conciliación como justa y razonable y el CLIENTE se niega a aceptar dicha propuesta, M&F tendrá derecho a retirarse de mi caso y tendrá derecho a la tarifa por hora actual más alta y todos los costos incurridos hasta la fecha o 33 1 / 3% de la última liquidación ofrecida.

Si este caso se resuelve antes del juicio, entonces acepto pagar el 33 1/3 % del acuerdo. Estoy de acuerdo en que los honorarios del abogado se basan en las siguientes horas:

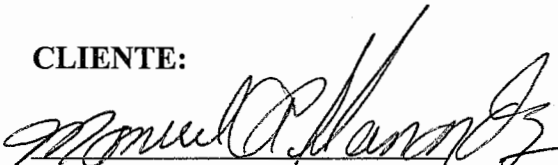
SOCIOS:	\$ 550 por hora
ASOCIADOS:	\$ 295 por hora
PARALEGALES:	\$ 195 por hora.
PERSONAL:	\$ 75 por hora

Si las reclamaciones presentadas en mi nombre no se recuperan, el CLIENTE no tendrá ninguna obligación de pagar los honorarios de los abogados. Se acuerda que M&F no haya garantizado el resultado en este asunto. Si el Tribunal no permite o aprueba los honorarios de los abogados mencionados en este documento, entonces la Firma tendrá derecho al máximo permitido por el Tribunal.



En algún momento durante el curso de la representación legal, puede surgir una propuesta de acuerdo que M & F cree que es una resolución justa y razonable de mi reclamo (s). Dicha determinación dependerá de la evaluación de M & F de la combinación del daño y las pérdidas financieras sufridas por el CLIENTE, el estado de la ley aplicable y la probabilidad de que prevalezca en el juicio. Si M & F recomienda una propuesta de acuerdo como justo y razonable y el CLIENTE se niega a aceptar dicha propuesta, M & F tendrá el derecho de retirarse de mi caso y tendrá derecho a.

FECHA: May 15, 2023

CLIENTE:

  
MANUEL A. HERNANDEZ VARELA

MONTEIRO & FISHMAN LLP

  
\_\_\_\_\_  


### CONSENT TO BECOME A PARTY PLAINTIFF AND JOIN LAWSUIT

By my signature below, I hereby authorize the filing and prosecution of this Fair Labor Standards Act ("FLSA") action in my name and on my behalf and consent to join this lawsuit for all causes of action therein.

I worked more than forty hours in at least one week within the last three years and was not paid for all of the time I worked overtime. I designate the Collective Representatives as my agents to make decisions on my behalf concerning the litigation, the method and manner of conducting this litigation, and all other matters pertaining to this lawsuit

I hereby designate Monteiro & Fishman LLP and other attorneys with whom they may associate to represent me for the above lawsuit.

Signature: Manuel A. Hernandez

Name: Manuel A. Hernandez

Date: 5/15/2023

## ATTORNEY / CLIENT ENGAGEMENT AGREEMENT

This agreement for the performance of legal services and payment of attorney's fees (hereinafter referred as the "AGREEMENT") is between Monteiro & Fishman LLP (herein referred to as "ATTORNEYS") and SANTOS A. VIGIL hereinafter individually referred to as "CLIENT"). This AGREEMENT sets forth the terms and conditions upon which ATTORNEYS will provide professional services to CLIENT and to obtain CLIENT'S written consent to the fee arrangement.

Upon execution of this Agreement by both parties, CLIENT hereby retain and authorize the lawfirm of MONTEIRO & FISHMAN LLP ("**M&F**") with offices at 91 N. Franklin Street, Suite 108, Hempstead, New York to represent him with respect to my claim for Fair Labor Standards Act (FLSA) overtime pay and related relief (the "FLSA ACTION"). Such ATTORNEYS are authorized to take all steps they deem necessary or appropriate regarding the pursuit of this case and the settlement of such case. Specifically, CLIENT agrees to accept and be bound by such a settlement.

M&F will work on CLIENT's case, to answer CLIENT's calls and supply you with complete and accurate information. M&F also expect me to cooperate with them in all reasonable requests. My failure to cooperate will permit my attorneys to withdraw from representing me.

M&F will advance all costs and expenses of the FLSA ACTION which must be reimbursed by CLIENT. Costs and expenses commonly include: service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. Internal charges are billed at the following rates: (1) mileage - IRS Standard Mileage Rate; (2) printing and photocopying - 20 cents per page; (3) facsimile fees - \$1.00 per page; (4) messenger services - minimum charge of \$5.00 and \$10.00 per hour thereafter; (5) long distance telephone - rates as set by long distance carrier; (6) postage at cost; and (7) computerized legal research at cost.

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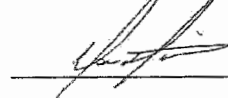
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DATED: May 17, 2023

CLIENT

  
SANTOS A. VIGIL

MONTEIRO & FISHMAN LLP

  
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Si se considera que la totalidad o una parte de cualquier adjudicación de honorarios y CLIENTE y / u otros abogados, M & F tendrá un gravamen contra tal honorario de abogados y / o costos en la medida en que tal adjudicación sea atribuible al trabajo realizado y / o costos y gastos adelantados por M & F. Dicho gravamen crea potencialmente un interés adverso entre M & F, por un lado, y CLIENTE, por otro lado, porque el gravamen otorga a M & F una garantía real sobre dicho premio. El gravamen se convierte en particularmente significativo si una disputa se desarrolla entre M & F, por un lado, y el CLIENTE u otros abogados que los representan, por otra parte, con respecto a la propiedad o el derecho a cualquier parte de la adjudicación de honorarios y costos de abogados. Debido a la posible garantía de seguridad adversa creada por el gravamen, el CLIENTE es aconsejado consultar con el asesor independiente sobre el gravamen y su efecto.

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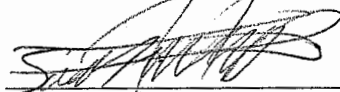
SOCIOS:	\$ 550 por hora
ASOCIADOS:	\$ 295 por hora
PARALEGALES:	\$ 195 por hora.
PERSONAL:	\$ 75 por hora

Si las reclamaciones presentadas en mi nombre no se recuperan, el CLIENTE no tendrá ninguna obligación de pagar los honorarios de los abogados. Se acuerda que M&F no haya garantizado el resultado en este asunto. Si el Tribunal no permite o aprueba los honorarios de los abogados mencionados en este documento, entonces la Firma tendrá derecho al máximo permitido por el Tribunal.

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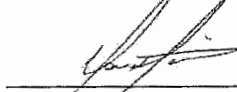
FECHA: May 17, 2023

CLIENTE:



SANTOS A. VIGIL

MONTEIRO & FISHMAN LLP



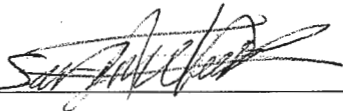


## CONSENT TO BECOME A PARTY PLAINTIFF AND JOIN LAWSUIT

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I worked more than forty hours in at least one week within the last three years and was not paid for all of the time I worked overtime. I designate the Collective Representatives as my agents to make decisions on my behalf concerning the litigation, the method and manner of conducting this litigation, and all other matters pertaining to this lawsuit

I hereby designate Monteiro & Fishman LLP and other attorneys with whom they may associate to represent me for the above lawsuit.

Signature: 

Name: Santos Vigil

Date: 5/17/2023